

MEMORANDUM OF UNDERSTANDING BETWEEN
THE DEPARTMENT OF AGRICULTURE FOREST SERVICE AND THE FEDERAL
COMMUNICATIONS COMMISSION OF THE UNITED STATES OF AMERICA AND
THE SECRETARÍA DE COMUNICACIONES Y TRANSPORTES OF THE UNITED
MEXICAN STATES FOR THE USE OF RADIO-FREQUENCIES, COORDINATION
AND COOPERATION FOR EMERGENCY PURPOSES

The Department of Agriculture (USDA) Forest Service and
the Federal Communications Commission (FCC) of the United
States of America and the Secretaría de Comunicaciones y
Transportes (SCT) of the United Mexican States, hereinafter
referred to as the Parties;

CONSIDERING the provisions of Article 7 of the Radio
Regulations considered annexed to the International
Telecommunications Constitution (Geneva, 1992);

RECOGNIZING the need to establish shared radio frequencies
and radio equipment for firefighting, and certain other
emergency, and disaster relief operations,

Have agreed as follows:

ARTICLE I

Purposes

The purposes of this Memorandum of Understanding
(hereinafter MOU) are:

1. To establish procedures for coordinating and cooperating
on firefighting, and certain other emergency and disaster
relief operations.
2. To identify the Departments and/or agencies that shall
cooperate in the sharing of radio equipment to support
firefighting, and certain other emergency and disaster
relief operations.

3. To establish, and to protect from harmful interference, the radio frequencies to be used by the Parties on a shared basis (hereinafter, emergency frequencies) to support firefighting, and certain other emergency and disaster relief operations.
4. To establish that each Party may use the emergency frequencies in the areas of the common border for the purposes established in this MOU. Within the United States, in the area defined in Annex I, Section II, paragraph 1, the emergency frequencies will be used to support firefighting, and certain other emergency and disaster relief operations that require radio equipment from the National Interagency Fire Center (NIFC). Within Mexico, in the area defined in Annex I, Section II, paragraph 1, the emergency frequencies will be used to support firefighting, and certain other emergency and disaster relief operations.

ARTICLE II

Other Participating Departments and/or Agencies

1. On behalf of the United States, the other participating Department and/or agency in this MOU is the Department of the Interior, acting through the Bureau of Land Management. The National Interagency Fire Center (NIFC), a joint operation of several United States government agencies, including the USDA Forest Service and the Bureau of Land Management, will administer the program of

cooperation involving the shared use of radio equipment detailed in Article III of this MOU.

2. On behalf of Mexico, the other participating Departments and/or agencies in this MOU are: the Comisión Federal de Telecomunicaciones (CFT), the Secretaría del Medio Ambiente, Recursos Naturales y Pesca (SEMARNAP), acting through the Dirección General Forestal, and the Secretaría de Gobernación (SEGOB), acting through the Dirección General de Protección Civil.

ARTICLE III

Shared Use of Radio Equipment

1. The participating Departments and/or agencies in Mexico may request and receive radio equipment provided by the NIFC.
2. Requests for radio equipment may be made by written communications or through rapid communication methods between the participating Departments and/or agencies. If the request is not made in writing, it shall be confirmed in writing as soon as possible after the request. Written requests shall provide an itemization of equipment needed, together with a commitment to make reimbursement in accordance with Annex III of this MOU. Each such request shall be signed by an authorized official as designated in Annex III, Section II.
3. The receiving Departments and/or agencies in Mexico shall reimburse the NIFC in accordance with Annex III, Section II, Letter (D) for any loss, damage, or expense incurred in the operation of the equipment subject to this MOU. Receiving Departments and/or agencies in Mexico shall also

reimburse the NIFC for the cost of all expendable materials and transportation. The reimbursement shall be made within one hundred and twenty days after the receipt by the requesting/receiving Department and/or agency of an itemized statement of such costs.

4. Upon signature of this MOU and during the first trimester of each year, the participating Departments and/or agencies shall exchange the names of officials designated to request or provide services under this MOU as part of the establishment of annual operational guidelines (see Annex III for the Operational Guidelines for 1998) for implementation of this MOU. In accordance with the cooperative nature of this MOU, it is permissible and desirable for the participating Departments and/or agencies to exchange recommendations and suggestions designed to render more effective the operational procedures to be followed in requesting assistance and reimbursing expenses.
5. The technical parameters of the radio equipment available for use pursuant to this MOU are set forth in Annex IV. This Annex may be modified or otherwise updated when the operational guidelines are established each year.

ARTICLE IV

Frequency Use and Protection

In accordance with Annex I, the Parties shall protect from harmful interference the emergency frequencies programmed in the radio equipment used by both Parties on a shared basis to support firefighting, and certain other emergency and disaster relief operations.

ARTICLE V

Settlement of Disputes

1. Nothing in this MOU shall be construed as affecting any existing cooperative arrangements for firefighting or other emergency or disaster relief operations.
2. Any disagreement regarding the application and interpretation of this MOU shall be resolved by agreement between the two Parties.

Article VI

General Provisions

1. Nothing in this MOU shall be construed as obligating the Parties to make expenditures or enter into obligations, contractual or otherwise, for the payment of money in excess of appropriations authorized by law and allocated for firefighting or certain other emergency or disaster relief operations.
2. Except for costs set forth in Article III, paragraph 3 of this MOU, neither Party, nor its officials or employees shall be liable on account of any act or omission in consequence of performance of or intended performance of this MOU.

ARTICLE VII

Entry Into Force and Amendments

This MOU shall enter into force upon signature by both Parties and may be amended by mutual agreement of the Parties.

Amendments shall enter into force on a date specified by the Parties through an exchange of written notification.


ARTICLE VIII

Termination of the Memorandum


This MOU may be terminated by mutual agreement of the Parties; by its replacement by another bilateral instrument; or by a written notice of termination from either Party. Such notice of termination shall enter into force six months after it is received.

Done in Washington, this ninth day of the month of December of the year nineteen hundred and ninety eight, and in Mexico City, this ninth day of the month of December of the year nineteen hundred and ninety eight, in duplicate, in the English and Spanish languages, both texts being equally authentic.


FOR THE DEPARTMENT OF
AGRICULTURE FOREST SERVICE
OF THE UNITED STATES OF
AMERICA:

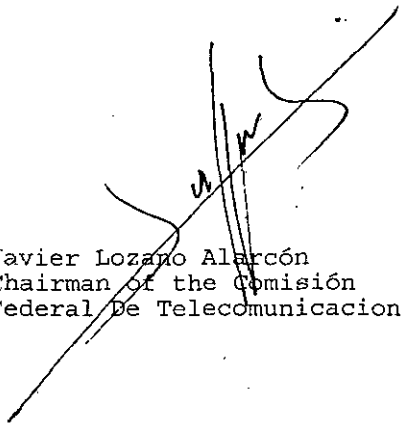

Clyde Thompson
Deputy Chief for Business
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FOR THE SECRETARÍA DE
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William E. Kennard
Chairman


Javier Lozano Alarcón
Chairman of the Comisión
Federal De Telecomunicaciones

ANNEX I

FREQUENCY USE AND PROTECTION

This Annex establishes the areas for use and procedures for protection of the emergency frequencies in the radio equipment used by both Parties for firefighting, and certain other emergency and disaster relief operations.

I. Frequencies to be Protected

1. The following emergency frequencies (in MHZ) shall be protected from harmful interference within the border area, in accordance with Section III of this Annex:

166.6125	166.675	167.100	167.950	142.725
168.075	168.100	168.400	168.475	
168.550	168.625	168.700	169.150	
169.200	169.750	170.000	170.425	
170.450	170.975	173.8125	139.150	

2. The following additional emergency frequencies (in MHZ) are used for firefighting operations and shall be protected from harmful interference, in accordance with Section III of this Annex, within the border area described in Section II west of 114 degrees West:

151.190	151.280	151.295	151.310
159.225			

II. Areas Within Which the Frequencies Are To Be Protected

1. The border areas within which both Parties shall protect the emergency frequencies referred to in Section I lie between the following two lines and the common border between the United States and Mexico:

The United States' line begins at Point Estero on the coast of California at $35^{\circ} 30' N$, $121^{\circ} 00' W$, running by great circle arc to the intersection of $34^{\circ} N$, $114^{\circ} W$, thence by great circle arc to the intersection of $33^{\circ} N$, $112^{\circ} W$, thence along parallel $33^{\circ} N$ to the intersection of $106^{\circ} W$, thence by great circle arc to the intersection of $31^{\circ} 30' N$, $104^{\circ} W$, thence by great circle arc to the intersection of $31^{\circ} N$, $100^{\circ} W$, thence by great circle arc to the intersection of $29^{\circ} N$, $99^{\circ} W$, thence by great circle arc to the intersection of $27^{\circ} 30' N$, $98^{\circ} W$, and thence by great circle arc to the intersection of $27^{\circ} 10' N$, and the Padre Island - Gulf of Mexico shore at $97^{\circ} 23' W$, at which point it terminates.

The Mexican line begins at the Pacific Coast of Baja California, running along parallel $31^{\circ} 20' N$ to the Gulf of California, thence by great circle arc to the intersection of $30^{\circ} 10' N$, $111^{\circ} W$, thence along parallel $30^{\circ} 10' N$ to the intersection of $107^{\circ} W$, thence by great circle arc to the intersection of $27^{\circ} 30' N$, $104^{\circ} W$, thence by great circle arc to the intersection of $28^{\circ} N$, $102^{\circ} W$, thence by great circle arc to the intersection of $24^{\circ} 40' N$, $100^{\circ} W$, thence along parallel $24^{\circ} 40' N$ to the Gulf of Mexico, at which point it terminates.

The areas described above are outlined on the attached map, Annex II.

2. Recognizing the fact that radios may be used outside these areas for emergency purposes, both Parties are encouraged to minimize use of the frequencies for other than these purposes.

III. Protection to be provided.

1. The use of emergency frequencies listed in Section I, shall be protected from harmful interference by both Parties as follows:

- 1.1. In recognition of the fact that there are already a considerable number of assignments on the frequencies designated herein as emergency frequencies, each Party shall provide the other with a listing of all existing assignments on the frequencies to be protected by this MOU until they can be moved to other frequencies. Upon entry into force of this MOU, the Parties agree not to authorize use of these frequencies for any purpose inconsistent with this MOU. Furthermore, if, in the course of firefighting or certain other emergency or disaster relief operations, a Party finds that there is harmful interference on an emergency frequency, it may ask the other Party to turn off the transmitter responsible for that interference or modify its operational parameters in order to resolve the interference problem for the duration of the

emergency. The Party receiving such a request shall comply with it as quickly as possible.

1.2 In the United States, within the border area described in Section II, paragraph 1 of this Annex, use of emergency frequencies listed in Section I, paragraph 1 shall be coordinated with the U.S. National Interagency Fire Center prior to each use, and use of emergency frequencies listed in Section I, paragraph 2 shall be coordinated with the FCC, San Diego Office. Use of emergency frequencies in Mexico shall be coordinated with the Secretaría de Comunicaciones y Transportes acting through the Comisión Federal de Telecomunicaciones, prior to each use within the border area described in Section II, paragraph 1 of this Annex.

1.3. Each year, during the first trimester, the United States-Mexico Mixed Commission Charged with Resolving Cases of Radio Interference shall undertake monitoring and coordination activities in order to ensure that, in accordance with paragraph 1.1 above, any unauthorized stations using emergency frequencies are closed down before the peak firefighting season begins.

ANNEX III

OPERATIONAL GUIDELINES FOR 1998

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OPERATIONAL GUIDELINES FOR 1998

I. Purpose.

These operational guidelines are to facilitate the lending of communications equipment to Mexico when required for firefighting and certain other emergency and disaster relief operations. These guidelines do not override or supersede any existing cooperative firefighting arrangements.

II. General Procedures.

A. Requests

1. Requests for equipment will be channeled by the most expeditious means to the NIFC in Boise, Idaho. If the request is made by other than written communications, it shall be confirmed in writing as soon as possible after the request. Written requests shall provide an itemization of equipment needed together with an undertaking to make reimbursement in accordance with Letter (B) of these Operational Guidelines. Each such request should be signed by the authorized official as designated in paragraph (2) below.

2. The authorized official for the United States is the Chief of the Forest Service or the Chief's designee.

For Mexico, the authorized officials are: the Director General Forestal of the SEMARNAP and the Director General de Protección Civil of the SEGOB, or their designees. The NIFC and the Dirección General Forestal of the SEMARNAP will be responsible for exchanging the names of the authorized United States and Mexican officials during the first trimester of each year.

B. Personnel

1. Personnel will be sent with the equipment only at the request of the receiving Department and/or agency. If personnel are sent, the costs of travel, per diem, and personnel care costs shall in all cases be reimbursed by the receiving Department and/or agency. Where per diem rates are not in effect receipts are required for all official expenses.
2. Personnel assigned as part of a resource order shall receive an adequate orientation prior to deployment and should be debriefed prior to demobilization.
3. The lending Department and/or agency shall provide all the safety equipment required to meet its regulations. Should additional equipment be required by the receiving Department and/or agency, that Department and/or agency shall supply the equipment at its expense.
4. When appropriate, the lending and receiving Departments and/or agencies shall appoint coordinators to provide for adequate liaison. The official responsible for liaison from the lending Department and/or agency will be responsible for the health, safety, welfare, and commissary needs of the personnel represented.
5. The NIFC shall provide training and instruction for personnel of the Dirección General Forestal of the SEMARNAP and of the Dirección General de Protección

Civil of the SEGOB that require training, principally in the use of specialized equipment.

C. Equipment and Supplies

1. Expendable equipment and supplies shall be considered purchased on delivery, and full replacement costs shall be reimbursed by the receiving Department and/or agency. Items shall be considered expendable if they are not reusable.
2. Non-expendable and accountable equipment and supplies shall be assigned to the receiving Department and/or agency until its return to the lending Department and/or agency. The cost of refurbishing such items is reimbursable by the receiving Department and/or agency.
3. In the event that any equipment or supplies are damaged beyond repair or not returned, full replacement costs shall be reimbursed by the receiving Department and/or agency. Reimbursement shall be made within one hundred twenty days after the receipt by the requesting Department and/or agency of an itemized statement of such costs.
4. The costs of transportation of equipment and supplies shall be borne by the receiving Department and/or agency.

D. Billing and Payment

1. The billing and payment provisions shall provide for direct payment to the sending Department and/or

agency in accordance with Letter (C) of these Operational Guidelines.

2. All billings shall include the requesting Department and/or agency's resource order number and request number if applicable. All billing shall include an itemized invoice listing cost of any damage to, or loss of equipment.
3. Invoices for goods and services provided by the United States to Mexico shall be paid for in United States dollars.
4. Billing shall include the following:
 - a. cover letter with reference to specific resource number(s),
 - b. original invoice, and
 - c. backup documentation (summarized listing of supplies and equipment).
5. Billing information shall be sent to the Mexican Department and/or agency requesting the equipment, either the Dirección General Forestal of the SEMARNAP or the Dirección General de Protección Civil of the SEGOB.

E. Authorization and Amendments

These Operational Guidelines may be amended at any time with the concurrence of the participating Departments and/or agencies.

ANNEX IV(*)

NATIONAL INCIDENT RADIO SUPPORT CACHE

USER'S GUIDE

1998

[* Not reproduced here.]